

## **DIRECTOR OF SPECIAL EDUCATION**

This AGREEMENT made February \_\_\_, 2020, by and between the LOWELL PUBLIC SCHOOLS, hereinafter referred to as "EMPLOYER", and MICHAEL LOVATO, hereinafter referred to as the DIRECTOR OF SPECIAL EDUCATION.

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT: The EMPLOYER hereby employs MICHAEL LOVATO as the DIRECTOR OF SPECIAL EDUCATION of the public schools of Lowell and MICHAEL LOVATO hereby accepts employment on the following terms and conditions:
2. TERM: The DIRECTOR OF SPECIAL EDUCATION shall be employed for a period commencing July 1, 2020 through June 30, 2022. If the Superintendent fails to notify the Director of Special Education of the non-renewal of this agreement or any subsequent agreement at least ninety days prior to its expiration it shall be automatically renewed for an additional one-year period on terms no less favorable to the DIRECTOR OF SPECIAL EDUCATION than prevailed in the July 1, 2021 through June 30, 2022 agreement year.
3. COMPENSATION:
  - a.) The DIRECTOR OF SPECIAL EDUCATION shall be paid an annual salary, commencing July 1, 2020 and terminating June 30, 2021 as DIRECTOR OF SPECIAL EDUCATION of One Hundred and Thirty-Two Thousand Nine Hundred Twenty-Five (\$132,925.00) Dollars, payable in equal installments in accordance with the policy of the EMPLOYER governing payments of salary of other professional staff members in the school department. This salary will be prorated as per the actual starting date of employment.
  - b) On July 1, 2021, Director of Special Education shall receive a 2.25% raise.
  - c.) The DIRECTOR OF SPECIAL EDUCATION shall be entitled to an increase of \$3,000.00, if and when, he is awarded a doctorate degree.
4. SEVERANCE CLAUSE: At the time of the DIRECTOR OF SPECIAL EDUCATION retirement, resignation, non-renewal of contract, or death, the DIRECTOR OF SPECIAL EDUCATION or his estate will receive 100% of all accrued vacation.
5. TERMINATION: See paragraph 17 for termination.
6. DUTIES: The DIRECTOR OF SPECIAL EDUCATION shall perform faithfully to the best of his ability, the duties of DIRECTOR OF SPECIAL EDUCATION, as outlined in the attached exhibit marked 'A.'
7. CERTIFICATE: The DIRECTOR OF SPECIAL EDUCATION shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as DIRECTOR OF SPECIAL EDUCATION of the Lowell School Department in the

Commonwealth of Massachusetts, as required by Massachusetts General Laws, Chapter 71, as amended by the Education Reform Act of 1993 and applicable provisions of 603 C.M.R.

8. OTHER ACTIVITIES: The DIRECTOR OF SPECIAL EDUCATION may accept speaking, writing, lecturing, or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties as DIRECTOR OF SPECIAL EDUCATION and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES: The COMMITTEE shall reimburse the DIRECTOR OF SPECIAL EDUCATION for all expenses reasonably incurred in the performance of the duties under this contract in accordance with the laws of Massachusetts and the policies and ordinances of the City of Lowell. Such expenses shall include, but shall not be limited to, costs of transportation and attendance as appropriate local, state and national meetings. All expenses associated with toll and mileage reimbursements shall be satisfied by a monthly travel allowance of Three Hundred (\$300.00) Dollars. Any additional reimbursements, including, but not limited to plane fare, room and board, meals, etc., will be based on submission of receipts. Said reimbursement shall not be construed as placing DIRECTOR OF SPECIAL EDUCATION in the performance of his duties (i.e. acting within the scope of his employment, while traveling to and from work.) During such travel time, his employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM: The DIRECTOR OF SPECIAL EDUCATION shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS: The DIRECTOR OF SPECIAL EDUCATION shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. The EMPLOYER and the DIRECTOR OF SPECIAL EDUCATION may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: The DIRECTOR OF SPECIAL EDUCATION shall earn twenty-five (25) vacation days per fiscal year. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or his estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work. Vacation time shall be cumulative to forty (40) days.

13. SICK LEAVE: The DIRECTOR OF SPECIAL EDUCATION shall be entitled to sick leave in an amount equal to, but not in excess of twelve (12) days of sick leave for each year of this contract and any extensions hereunder. The DIRECTOR OF SPECIAL EDUCATION unused sick leave shall be cumulative. The DIRECTOR OF SPECIAL EDUCATION shall be eligible for extended sick leave benefits as are presently available to administrators and as such

benefits may be amended from time to time. Notwithstanding any provision to the contrary, the Director of Special Education will not receive any buy back for any unused sick days on his resignation, retirement, termination, or death.

14. INDEMNIFICATION: The Committee hereby represents that the City of Lowell is bound by the provisions of Section 9 of Chapter 258, and Section 13 of Chapter 258 of the General Laws, which provides that the City shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

15. PERSONAL DAYS: The DIRECTOR OF SPECIAL EDUCATION shall be granted three (3) personal days per contract year. No accumulation of personal days exists under this agreement.

16. PERFORMANCE: The DIRECTOR OF SPECIAL EDUCATION shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the DIRECTOR OF SPECIAL EDUCATION and the Superintendent of Schools in writing.

17. TERMINATION, DEMOTION AND SUSPENSIONS:

a) In the event that the DIRECTOR OF SPECIAL EDUCATION desires to terminate his contract before the term of service shall have expired, he may do so with a least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.

b) The Superintendent of Schools may dismiss, demote or suspend the DIRECTOR OF SPECIAL EDUCATION for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D. DIRECTOR OF SPECIAL EDUCATION may not seek review of such decision by filing a demand for arbitration with any agencies. The sole remedy shall be by court proceedings. The judicial dispute, if any, shall be limited to a determination of damages under the contract.

c) As used herein, "good cause" shall mean any grounds put forth by the Superintendent of Schools which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

18. EVALUATION:

The Superintendent of Schools shall evaluate the performance of the DIRECTOR OF SPECIAL EDUCATION annually based upon 1) the duties and responsibilities contained in the DIRECTOR OF SPECIAL EDUCATION's job description attached hereto; 2) as presented and

called for under Massachusetts General Laws, chapter 71 as amended by the Education Reform Act of 1993; 3) as contained in the Policies of the Lowell School Committee; 4) as contained in the policies and directives of the Superintendent of Schools; and 5) the annual school improvement goals mutually agreed upon by the Director of Special Education and the Superintendent of Schools. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

19. REIMBURSEMENT FOR GRADUATE COURSEWORK:

The School Committee shall provide payment for up to two graduate courses per year, not to exceed \$3000.00 total, for an Ed.D. or Ph.D. program of study reviewed and approved by the Superintendent of Schools.

20. ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between the EMPLOYER and the DIRECTOR OF SPECIAL EDUCATION and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a written amendment, signed by the party against whom enforcement thereof is sought.

21. SEVERABILITY:

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

22. APPLICABLE LAW:

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this \_\_\_\_\_ day of February in the year 2020.

DIRECTOR OF SPECIAL EDUCATION    FOR THE LOWELL SCHOOL COMMITTEE

\_\_\_\_\_  
Michael Lovato

\_\_\_\_\_  
Joel D. Boyd, Ed.D.

THE LOWELL SCHOOL COMMITTEE,

\_\_\_\_\_  
John Leahy, Mayor

\_\_\_\_\_  
Hilary Clark

\_\_\_\_\_  
Andre P. Descoteaux

\_\_\_\_\_  
Connie A. Martin

\_\_\_\_\_  
Jackie Doherty

\_\_\_\_\_  
Michael Dillon, Jr.

\_\_\_\_\_  
Robert J. Hoey, Jr.

APPROVED AS TO FORM:

\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Signature of Individual (Mandatory)

\_\_\_\_\_  
Social Security #

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the Authority of Mass. G.L. c62C s.49A.